

SCOPE OF WORK

PROJECT SPECIFIC Construction Inspection

ARRA FEDERAL AID PROJECT NO. ES6 C0852-103

PROJECT CODE NO. 17679

**PROJECT NAME: US 85 / C-470 Interchange Improvement
Southbound to Eastbound Flyover**

LOCATED ON US 85 at C-470

MP 17.05 to MP 18.03

Littleton, Colorado

Date: February 4, 2010

Region 6

THE COMPLETE SCOPE OF WORK INCLUDES THIS DOCUMENT, ATTACHMENTS AND ANY REFERENCES IDENTIFIED WITHIN, AND AS AMENDED BY TASK ORDER.

SECTION 1 GENERAL REQUIREMENTS

SECTION 2 CONSTRUCTION MANAGEMENT REQUIREMENTS

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PROJECT PLAN SHEETS

SECTION 1

General Requirements:

1.1 General Scope of Work Description:

CDOT is requesting proposals for the construction inspection for the construction of a flyover structure at US 85 and C-470, as further described in this document. The project is estimated to begin in April 2010 and extend through September of 2012.

1.2 Definitions

CDOT Resident Engineer - The CDOT Resident Engineer, or designee, is responsible to the Region Program Engineer for the quality and successful completion of a transportation project. The Resident Engineer authorizes interim and final payments and all changes to Contracts for all Consultants and Contractors.

CDOT Project Coordinator - The CDOT Project Coordinator reports to the Resident Engineer.

Contractor - The individual, firm or corporation contracting with CDOT to construct the transportation project.

Consultant Project Engineer (CPE) – The Consultant Project Engineer is in direct charge of the work and is responsible for the administration and satisfactory completion of the project under contract. The CPE shall be assigned full time on the project site. The Consultant Project Engineer works directly for the CDOT Resident Engineer. The duties of the CPE are limited to those duties in the scope of work and as delegated by CDOT Resident Engineer. The CPE must be licensed in the State of Colorado and is the engineer in responsible charge of construction.

Consultant Assistant Project Engineer (CAPE) – The Consultant Assistant Project Engineer reports to the Consultant Project Engineer to assist in the administration and satisfactory completion of the project under contract. The CAPE works directly for the CDOT Resident Engineer when the CPE is not on the site. The duties of the CAPE are limited to those duties in the scope of work and as delegated by CPE and the CDOT Resident Engineer.

Consultant Office Manager – The Consultant's employee who is responsible for the organization of the daily records, communications, file keeping, project paperwork necessary during the project. The Consultant Office Manager shall be assigned to the project field office full time during the project.

Consultant Inspector, Materials Testing Technician - The Consultant's employees who perform inspection and testing services under the responsible charge of the CPE or CDOT Resident Engineer.

1.3 Other Duties required by the Consultant

The following tasks shall be performed by the Consultant. Cross-over duties by Consultant's project personnel will be allowed provided that they meet all certification requirements for the position, and can perform all assigned duties. Duty assignments shall be subject to CDOT approval.

Environmental Compliance Officer (ECO) – The ECO represents CDOT regarding all described duties and shall monitor the Contractor's environmental compliance. Other duties include but are not limited to:

Responsible for project compliance with Environmental Requirements to minimize all construction related impacts to the unique, natural, visual, and cultural characteristics of the environment. Activities to be monitored may also include drilling and blasting, shotcrete application, environmental monitoring of turbidity, staining and seeding and planting.

Ensures that Contractor complies with wetlands protection and encroachment requirements.

Monitors environmental conditions and BMPs, ensuring that the Stormwater Management plans are properly implemented and maintained.

Construction Traffic Control Coordinator – Monitors the Construction Traffic control, MHTs, flagging, the Contractor's TCS and coordinates with TCSs on other CDOT projects. Ensures Contractor's Construction Traffic Control is in compliance with the plans and specifications.

Utility Coordinator – Coordinates utility relocation activities with the Contractor and Utilities. Meets with utility representatives, CDOT Utility Engineer, Local Agencies and businesses regarding relocation of existing utilities. Inspects and documents utility work in progress with impacted utility. Inspect utility construction for conformance with project plans and specifications.

1.4 Project Description and Location

ARRA Federal Aid Project ES6 C0852-103 is described as the construction of the SB US 85 to EB C-470 flyover structure, M.P 17.05 to MP 18.03 for a total project length of 0.98 miles.

The proposed project includes construction of a southbound US 85 to eastbound C-470 flyover structure, reconstruction of the eastbound diamond on-ramp from US 85 to C-470, construction of eastbound C-470 ramp bridge over Erickson Boulevard, reconstruction of C-470 regional trail between US 85 and the Highline Canal trail crossing of C-470, installation of storm sewer, inlets and outlet structures, construction of detention ponds, caissons, and retaining walls. The roadway construction will include construction of a continuous acceleration/deceleration lane from the flyover/diamond on-ramp to eastbound C-470 off-ramp to Lucent Boulevard with full-depth asphalt.

1.5 Work Duration

The estimated time period for the work described in this scope of work covers a two season period beginning in April 2010. The project has an estimated construction completion of September 2012. The Consultant shall provide full inspection services during the construction phase of the work unless otherwise directed by the Resident Engineer.

Work may be required night and/or day, on weekends, holidays and/or on a split shift basis. Work weeks may be in excess of or less than the standard 40-hour week.

1.6 Staffing Needs

The Project will require, at a minimum, a construction staff for the project as follows:

1 Assistant Project Engineer

1 Inspector

Actual staff size during the project may be modified by the Resident Engineer as required by the work load.

All Consultant construction personnel shall remain assigned to the project site during the construction, unless otherwise directed by the Resident Engineer.

1.7 Submittals by the Consultant

The Consultant shall, as part of their submittal, propose the number of personnel needed to adequately staff the project.

The Consultant's staffing shall be composed of personnel, experienced in CDOT project procedures and methods, bridge construction, concrete pavement construction, concrete pipework, drainage, utility construction, materials testing and inspection, schedule review and analysis, and all types of roadway construction. Resumes and three references are required for all personnel proposed for the project.

1.8 Interviews

CDOT will not conduct interviews with the top three (3) rated firms short-listed from this initial selection. CDOT will award the contract based solely on the SOI and Work Plan (No Interview).

1.9 General Work Initial Project Meeting

Project ES6 C0852-103 (17679) will be administered by the CDOT Resident Engineer unless otherwise changed by the Program Engineer. All support construction staff will be either CDOT or Consultant personnel as assigned by the Resident Engineer. CDOT reserves the right to replace Consultant personnel with available CDOT personnel as CDOT staffing allows.

The Consultant and CDOT project personnel shall meet weekly to coordinate and schedule the required work. The Consultant shall submit a schedule of the Consultant's required scope of work for the project to CDOT for approval. The Consultant shall complete all work in accordance with the approved schedule or as approved by the CDOT Program Engineer or the CDOT Resident Engineer.

1.10 Authorization to Proceed

Work shall not commence until the written Notice to Proceed is received by the Consultant, and shall be completed in the time specified.

1.11 Routine Billing & Reporting

The Consultant shall provide the following on a regular basis:

- 1.) Monthly billing formats, suitable to the CDOT Resident Engineer, for all contract activities performed by the Consultant staff. The Consultant shall submit CDOT Form 10s or a timesheet format approved by CDOT for all Consultant personnel assigned to the project with each monthly billing.
- 2.) Periodic reports and billings required by CDOT Procedural Directive 400.2

1.12 Status of Contract

The consultant shall monitor the fiscal status of the contract and advise the CDOT Resident Engineer on a weekly basis of any need for supplementing their contract or negotiating an additional task order. Failure to monitor contract status and provide timely notification may result in discontinuation of the consultant's services on the project until a supplemental agreement can be affected.

1.13 Project Standards

All construction management and documentation shall be in accordance with the latest applicable versions of the Colorado Department of Transportation's manuals, e.g., Construction Manual, Field Materials Manual, Colorado Department of Transportation Inspector's Checklist, Standard Specifications for Road & Bridge Construction, the Supplemental Specifications, applicable M & S Standards, and the plans and specifications currently in use when the construction project is advertised or revised under advertisement. Call CDOT's Bid Plans Room at (303) 757-9313 to order or obtain additional information. All consultant construction management, inspection, or testing activities performed shall be as authorized by the CDOT Resident Engineer.

For the purposes of this document, Construction Management, Inspection, and Testing shall be known as "the work" and references to "the specifications" shall include all applicable CDOT Standard Specifications for Road and Bridge Construction including Supplemental Specifications, Project Standard Revisions and Project Special Provisions, and project plans and specifications.

The Consultant shall maintain onsite copies of all applicable CDOT Standard Specifications for Road and Bridge Construction including Supplemental Specifications, Project Standard Revisions and Project Special Provisions, and project plans and specifications.

1.14 Labor, Materials, Vehicles & Equipment

The Consultant Assistant Project Engineer and inspectors shall be thoroughly familiar with CDOT's specifications, manuals, forms, documentation.

The Consultant shall provide each of their project staff members a written copy of the approved task order to ensure that they understand their duties and requirements for the project.

Personnel provided by the Consultant who do not meet all of the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined and directed by the CDOT Resident Engineer. If it is discovered that a consultant project employee is non-certified, CDOT will not pay for the Consultant employee's time incurred during the non-certification period.

The Consultant shall furnish all personnel, materials, equipment and transportation required to perform the work. Consultant personnel shall have appropriate vehicles (equipped with flashing amber beacon, proper personal protection safety equipment, and a cellular phone with a local phone number), computer and miscellaneous equipment (calculator, office supplies, safety equipment, etc.) required to perform the work. Computer equipment shall have MS Word, MS Excel, MS Project and/or *Primevera, a communications package capable of transmitting and receiving electronic messages, an internet email address, and sufficient memory to load CDOT SiteManager and the most current versions of CDOT QPM programs . Office space will be provided by Contractor pay item or provided by CDOT. The Consultant shall provide cell phones for the Resident Engineer, Project Coordinator, and any additional CDOT personnel assigned to the project.

(*if Primevera is used, the Consultant will obtain a license for use from CDOT)

Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval of the CDOT Resident Engineer. The Consultant shall assign personnel for the duration of the Contract subject to the approval of the Resident Engineer.

1.15 Documentation

Each of the Consultant's personnel shall maintain a daily diary for each day they perform work on the project on an approved form. CDOT's Form 103 or Automated Form 103a - Project Diary and Site Manager Diary (when Site Manager is used on the associated project). The contents of the diary shall be brief using accurate statements of progress and conditions encountered during the prosecution of the work. Editorial comments are not to be incorporated in the diaries or on any written correspondence applicable to the project. A copy of the daily diary shall be available for the CDOT Resident Engineer within one working day of its date.

This agreement is partially or wholly funded by the American Recovery and Reinvestment Act of 2009 Public Law 111-5 (ARRA) funding received from the Federal government. The information on the following page, contains the details forARRA guidelines, reporting requirements and other required procedures in order for a successful consulting firm to enter into any contract awarded, and will be conatained in the General Provisions therein.

American Recovery and Reinvestment Act of 2009 (ARRA) Provisions

A. Reporting

The Consultant will report to CDOT on a monthly basis on the 1st of every month as identified on the FHWA ARRA website at:

<http://www.fhwa.dot.gov/economicrecovery/index.htm> and
<http://www.fhwa.dot.gov/economicrecovery/guidancelist.htm>

The Consultant shall use FHWA Form 1589 and report on the following categories:

- Contractors and Subcontractors including Utility Companies, on project by name
- Contractor and Subcontractor including Utility Companies ARRA information
- Number of Contractor's, Subcontractor's and Utility's Employees
- Consultants and Subconsultants on project by name
- Consultant and Subconsultant ARRA Information
- Number of Consultant's and Subconsultant's Employees
- Number of hours for all Contractor / Subcontractor, Consultant / Subconsultant, Utilities employees and total number of hours worked per month
- Hourly "unloaded" Payroll totals for each Contractor / Subcontractor, Consultant / Subconsultant and Utilities employees for the month

The Consultant will review all ARRA project reporting information for reasonableness, and copy submitted reports monthly to the CDOT Programs Unit, attn: Janie Valdez at :

Programs.ProjectAnalysis@dot.state.co.us

B. CDOT has identified additional specifications and guidance on the CDOT ARRA website at <http://www.dot.state.co.us/arra> The Consultant shall receive directions on all applicable ARRA specifications by the CDOT Project Manager identified on this Task Order.

C. All billing must be completed by September 30, 2015 to be eligible for the Federal ARRA reimbursement. It is strongly suggested by CDOT that the Consultant submit all bills for the Federal ARRA funds by April 30, 2015.

D. The Consultant is encouraged by CDOT to use the ARRA information signs. Contact the Project Manager identified in the Task Order.

E. All general questions about the Federal ARRA not related to a specific project should be directed to Janie Valdez in the Contracts & Market Analysis Branch at

Programs.ProjectAnalysis@dot.state.co.us

Project specific questions should be directed to the CDOT Project Manager identified on the Task Order

F. Guidance for Congressman Oberstar's Committee on Transportation and Infrastructure reporting can be found in the "Transparency & Accountability Guidance" section at:

<http://transportation.house.gov>

1.16 Engineer's Certification

State of Colorado
Supplemental Provisions for

**Contracts, Grants, and Purchase Orders Using Funds
Provided under the
American Recovery and Reinvestment Act of 2009
As of 8-21-09**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with ARRA Funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

- 1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. “ARRA”** means the American Recovery and Reinvestment Act of 2009, (Public Law 111-5).
 - 1.2. “ARRA Funds”** means any funds that are expended or obligated from appropriations made under ARRA.
 - 1.3. “ARRA Project”** means a project or program funded directly by or assisted, in whole or in part, by ARRA Funds.
 - 1.4. “Contract”** means the contract to which these Supplemental Provisions are attached and includes a grant contract or a loan contract.
 - 1.5. “Contracting Entity”** means a Prime Recipient, a Subrecipient, or a Recipient Vendor.
 - 1.6. “Contractor”** means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, or a borrower. For purposes of ARRA reporting, Contractor is either a Subrecipient or a Recipient Vendor under this Contract.
 - 1.7. “Entity”** means a governmental body; legally recognized for profit or nonprofit business organization, such as a corporation, limited liability company, or partnership; or sole proprietor and excludes individual recipients of Federal assistance.
 - 1.8. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
 - 1.9. “Prime Recipient”** means a Colorado State Agency or Institution of Higher Education that receives ARRA Funds directly from a Federal Agency in the form of a grant, loan, or cooperative agreement.
 - 1.10. “Subcontractor”** means an Entity engaged by Contractor to provide goods or perform services in connection with this contract.
 - 1.11. “Subrecipient”** means a non-Federal Entity receiving ARRA Funds through a Prime Recipient to support the performance of the ARRA Project for which the ARRA Funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
 - 1.12. “Supplemental Provisions”** means these Supplemental Provisions for Contracts and Grants Using Funds Provided under the American Recovery and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado Agency or Institution of Higher Education.
 - 1.13. “Vendor”** means a dealer, distributor, merchant or other seller providing goods or services required for

a project or program funded by ARRA. A Vendor is not subject to all the terms and conditions of the Federal award, and all program compliance requirements do not pass through to a Vendor. However, a Vendor may be subject to selected program compliance requirements. See §22 of these Supplemental Provisions.

1.13.1 “Recipient Vendor” means a Vendor that receives ARRA Funds from a Prime Recipient.

1.13.2 “Subrecipient Vendor” means a Vendor that receives ARRA Funds from a Subrecipient.

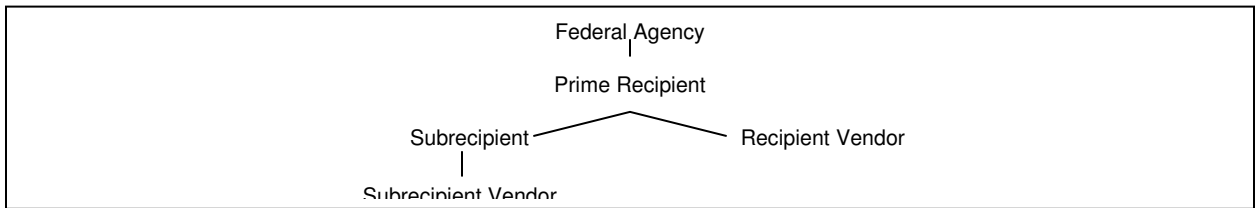
2. **Compliance.** Contractor shall comply with all applicable provisions of ARRA and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **ARRA Contracts and Subcontracts.** Contractor shall include these Supplemental Provisions in all of its contracts and subcontracts using ARRA Funds, in whole or in part, and shall provide written notification of revisions hereto to all parties to such contracts or subcontracts in accordance with §2 above. Contractor shall ensure that all subcontractors comply with applicable provisions of ARRA.
4. **Debarred or Suspended Entities.** Contractor shall not enter into any contract or subcontract in connection with this Contract with a party that has been debarred or suspended from contracting with the Federal Government or the State of Colorado. See Excluded Parties List System at <https://www.epls.gov/>.
5. **Conflict of Laws.** In the event of a conflict between the laws of the State of Colorado or these Supplemental Provisions and ARRA, ARRA shall control.
6. **Whistle Blower Protection. ARRA §1553.** Contractor shall not discharge, demote or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that the employee reasonably believes is evidence of: (a) gross mismanagement of a contract or grant relating to ARRA Funds; (b) a gross waste of ARRA Funds; (c) a substantial and specific danger to public health or safety related to the implementation or use of ARRA Funds; (d) an abuse of authority related to implementation or use of ARRA Funds; or (e) a violation of law, rule, or regulation related to a contract, including the competition for or negotiation of a contract or grant, awarded or issued relating to ARRA Funds. Contractor shall post a notice of the rights and remedies available to employees under ARRA §1553 in all workplaces where employees perform work that is funded in whole or in part by money authorized under the ARRA. A sample notice can be found at www.recovery.gov/?q=content/whistleblower-information. Contractor specifically acknowledges that Contractor and its employees are aware of and shall abide by the provisions of ARRA §1553. Contractor shall include the language and requirements of this subsection ("Whistleblower Protection under §1553 of the ARRA") in all of its contracts and agreements with employees, subcontractors and anyone else who performs work on behalf of Contractor.
7. **False Claims Act. 31 U.S.C. §§3729-3733.** Contractor shall refer promptly to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
8. **Reporting of Fraud, Waste, and Abuse.** Contractor shall also refer promptly to the Colorado Office of the State Controller (OSC) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of laws pertaining to fraud, waste, and abuse involving ARRA Funds. The OSC shall report such incidents of misconduct to the appropriate State Agency and appropriate Federal authority. Contact information for reporting fraud, waste, and abuse to the OSC is located at http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm

- 9. Inspection of Records. ARRA §§902, 1515.** Contractor shall permit the United States Comptroller General and his or her representatives or any representative of an appropriate Inspector General appointed under §3 or §8G of the Inspector General Act of 1978, as amended (5 U.S.C. App.) to: (a) examine any records of the Contractor or any of its Subcontractors that directly pertain to, and involve transactions relating to this Contract or any contract or subcontract using ARRA Funds; and (b) interview any officer or employee of Contractor or any of its Subcontractors regarding such transactions. Contractor shall permit the State of Colorado, the Federal Government or any other duly authorized agent of a governmental agency with jurisdiction to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's or such Subcontractor's records during the term of this Contract and for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with these terms or to evaluate Contractor's performance hereunder.
- 10. Wage Rate Requirements – Davis-Bacon Wage Determinations. ARRA §1606.** Contractor and its Subcontractors shall pay all laborers and mechanics employed on ARRA Projects by Contractor or any of its Subcontractors at wage rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Colorado is available at <http://www.gpo.gov/davisbacon/co.html>.
- 11. Job Opportunity Posting Requirements. Governor's Executive Order D 01409.** Contractor shall post notice of job openings created by ARRA funded projects on the Colorado Department of Labor and Employment job website, <http://www.connectingcolorado.com>. In the performance of this duty, Contractor and any of its Subcontractors shall post jobs on Connecting Colorado Job Site that clearly designates the job opening as an ARRA job in a form and manner prescribed by the Colorado Department and Labor and Employment.
- 12. Buy American Requirement - Construction. ARRA §1605.** All iron, steel and manufactured goods used in any ARRA Project for the construction, alteration, maintenance, or repair of a public building or public work shall be produced in the United States in a manner consistent with United States obligations under international agreements. This requirement can be waived only by the awarding Federal Agency in limited situations.
- 13. Environmental and Preservation Requirements. ARRA §1609.** Contractor shall comply with all applicable Federal, State, and Local environmental and historic preservation requirements and shall provide any information requested by the awarding Federal Agency to ensure compliance with applicable laws, including National Environmental Policy Act, as amended (42 U.S.C. 4321-4347) and National Historic Preservation Act (16 U.S.C. 470 et seq.).
- 14. Non-discrimination.** Contractor shall comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.
- 15. Identification and Registration Information.** If Contractor is a Subrecipient, Contractor shall obtain a Dun & Bradstreet DUNS number (or update the existing DUNS record), and register with the Central Contractor Registration (CCR), the primary registrant database for the Federal government.
- 16. Fixed Price – Competitively Bid. ARRA §1554.** Contractor, to the maximum extent possible, shall award subcontracts as fixed-price subcontracts under this Contract using competitive bid procedures. Contractor shall provide to its Contracting Entity a summary of any contract or subcontract awarded using ARRA Funds that is not fixed-price or not awarded using competitive procedures.
- 17. Publication.** Contractor shall include the Colorado Recovery logo on all project signage, and is encouraged, to the maximum extent possible, to use the logo on all other publications in connection with the activities funded

by the Prime Recipient that use ARRA funds.

- 18. Prohibition on Use of Funds. ARRA §1604.** ARRA funds shall not be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- 19. Enforceability.** If Contractor fails to comply with all applicable Federal and State requirements governing the use of ARRA funds, the State of Colorado may withhold or suspend, in whole or in part, funds awarded under the ARRA project, or recover misspent funds following an audit pursuant to §9, above. The remedy under this provision shall be in addition to all other remedies provided to the State of Colorado for recovery of misspent funds available under all applicable State and Federal laws.
- 20. One Time Funding.** Contractor acknowledges and understands that ARRA Projects will not be continued with funds appropriated by the State of Colorado after ARRA Funds are expended or are no longer available.
- 21. Segregation of Costs.** Contractor shall segregate obligations with respect to and expenditures of ARRA Funds from other sources of funding. ARRA Funds shall not be comingled with any other funds or used for a purpose other than the payment of costs allowable under ARRA.
- 22. Reporting. §1512, FFATA §2.** Contractor shall report to its Contracting Entity the data elements required in §23 if Contractor is a Subrecipient or in §24 if Contractor is a Recipient Vendor. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions, as the cost of producing such reports shall be deemed included in the Contract price. The reporting requirements in §§23 and 24 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract. The State may provide written notice to Contractor of any such change in accordance with §2 above, but such notice shall not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements. The Colorado Office of the State Controller shall provide summaries of revised OMB reporting requirements as well as reporting templates for Subrecipients and Recipient Vendors at: http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm
- 23. Subrecipient Reporting.** If Contractor is a Subrecipient, Contractor shall report to its Contracting Entity as set forth below.
- 23.1 Initial Reporting.** A Subrecipient shall report the following data elements to its Contracting Entity upon the effective date of the contract:
- 23.1.1** Subrecipient DUNS Number
 - 23.1.2** Congressional District of Subrecipient
 - 23.1.3** Primary Place of Performance Information, including: Street Address, State, Country, City, Zip code + 4
 - 23.1.4** Subrecipient Officers' Names (Top 5) if all three criteria are met: 1) 80% or more of Subrecipient's annual gross revenue is from Federal contracts, 2) Subrecipient's annual gross revenue from Federal contracts is \$25 million or more, and 3) Subrecipient's officer names are not publicly available. See page 19 of Recipient Reporting Data Model V3.0 for Quarter Ending September 30, 2009 at http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm.
 - 23.1.5** Subrecipient Officers' Total Compensation (Top 5) if criteria in §23.1.4 met
- 23.2 Monthly Reporting.** A Subrecipient shall report to its Contracting Entity no later than the 25th day of each month the following inception-to-date data elements as of the end of the prior month:
- 23.2.1** Job Creation Narrative for both the Subrecipient and the Subrecipient's Vendors
 - 23.2.2** Number of Jobs Created or Retained for both the Subrecipient and the Subrecipient's Vendors

- 23.2.3 SubAward number or other identifying number assigned by the Subrecipient to each Subrecipient Vendor (this number *cannot* be a personal identifying number such as a social security number or federal employer identification number)
- 23.2.4 Vendor name and Zip code + 4 of Vendor's Headquarters for each Subrecipient Vendor; the Subrecipient Vendor's DUNS number may also be provided if available
- 23.2.5 Subrecipient shall establish reporting deadlines for its Subrecipient Vendors.
24. **Recipient Vendor Reporting.** A Recipient Vendor shall report to its Contracting Entity no later than the 25th day of each month the following inception-to-date data elements as of the end of the prior month:
- 24.1.1 Job Creation Narrative
- 24.1.2 Number of Jobs Created or Retained
25. **Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.
26. **Reporting Framework** – see chart below.



END OF ARRA SUPPLEMENTAL PROVISIONS

The CDOT Resident Engineer shall be the final authority regarding acceptance of work not conforming to the plans and specifications.

The Consultant Project Engineer in responsible charge of all the Consultant inspectors shall provide this certification on a monthly basis:

"The items listed above this certification were tested or inspected and found to be in reasonably close conformity to the plans and specifications except as noted."

When performing Construction Management services the Consultant's Project Engineer shall also provide monthly certifications on the monthly Contractor interim progress payments as shown:

"The construction on this project is being conducted in reasonable close conformance with the plans and specifications."

When performing Construction Management services the Consultant's Project Engineer shall also provide a final certification at the completion of the project as shown:

"The project has been completed in reasonably close conformity with the plans and specifications including authorized changes. The project has been reviewed for obvious deficiencies. The project Right of Way appears to be free from unauthorized encroachments resulting from construction on this project."

SECTION 2

Construction Management Requirements:

The following checklist shall be utilized to establish the Construction Management responsibilities of the individual parties for this project.

Description of Task	Consultant CDOT	
1. Schedule, conduct, and prepare minutes of all Project Meetings as follows:		
(a). Weekly Project Meetings	X	
(b). Pre Survey Conference:	X	X
(c.) Construction Communications	X	X
(d.) Pre Work Conferences	X	X
(e.) Contractor Weekly Safety “Tool Box” Meeting	X	X
(f.) Utility Coordination meetings	X	X
(g.) Traffic Management meetings	X	X
(h.) Environmental and Erosion Control meetings	X	X
2. Construction Management:		
a. Professional Engineer (PE) registered in Colorado, who will be “in responsible charge of construction “.	X	
b. Approval of Consultant PE		X

3. Public Relations		
(a.) Prepare and coordinate with CDOT and others to publish and distribute public notices of all planned construction activities and schedules to the media, property owners, local residents, tenants, and any other appropriate stakeholders affected by the project.	X	X
(b.) Perform public relation tasks with appropriate individuals as requested by CDOT.	X	X
(c.) Explain Construction and work with adjacent property owners to resolve issues that arise during construction.	X	X
(d.) Review and comment on Contractor's Public Information Plan	X	X

4. Construction Submittals:		
Note: This list is not all-inclusive and other submittals may require action as directed by CDOT.		
(a.) CDOT Form #205 – Sublet Permit Application, - Review, comment and approve after Form #713 has been checked by the Region EEO Administrative Program Specialist.	X	X
(b.) Method of Handling Traffic – Review and approve	X	X
(c.) Progress Schedules- Review and approve	X	X
(d.) Method statements – Review and comment	X	X
(e.) Shop drawings per 105.02 – Review and submit to specialty unit	X	X
(f.) Working drawings per 105.02 – Review and submit to specialty unit	X	X
(g.) Other submittals per 105.02 – Review and submit to specialty unit	X	X
(h.) All EEO, Labor compliance requirements – Review and comment	X	X
(i.) Other submittals as directed – Review, comment and/or approve as needed.	X	X
(j.) Traffic Control Management plans – Review and approve	X	X
(k.) Construction inspection including calculations, measurements, and documentation of interim and final pay quantities – Review, comment and approve.	X	
(l) Prepare CDOT Form 105 – Construction Memo for review, comment and approval.	X	

5. Perform required EEO/AA/DBE/OJT or labor compliance tasks as requested as follows:		
(a) Conduct Contractor/Subcontractors reviews to ensure conformance with the Equal Employment Opportunity (EEO)/Affirmative Action (AA)/DBE/OJT requirements contained in the Contract. (Standard Special Provisions, Project Special Provisions, and FHWA Form 1273)	X	X
(b) Complete and submit to the CDOT Region EEO Administrative Program Specialist the required number of CDOT Form #280 - Equal Employment Opportunity and Labor Compliance Verification.	X	X
(c) Monitor DBE participation to ensure compliance with the "Commercially Useful Function" requirements.	X	
(d) Complete and submit to the CDOT Region EEO Administrative program Specialist the applicable number CDOT Form #200 - OJT Training Questionnaire, when project utilizes OJTs.	X	
(e) Check certified payrolls to verify compliance with Contract requirements. The checking shall be completed by project personnel trained in payroll checking. (Contact the Region EEO Administrative Program Specialist for training requirements.)	X	
(f) Coordinate submittals by Contractor and all subcontractors of FHWA Form 1391 (Highway Construction Contractor's Annual EEO Report) to the CDOT Region EEO Administrative Program Specialist. The Report is due to the Region EEO Administrative Program Specialist by August 10 for all construction projects active during the last complete week of July.	X	

6. Materials:		
(a) CDOT Form #250 - Materials Documentation Record:		X
I) Fill out and distribute CDOT Form #250 before the Contractor commences work.		X
II) Complete Form #250 after work is completed. Consultant Project Engineer shall stamp and sign final Form #250. Distribute per instructions in CDOT Materials Manual.	X	X
(b) Approve changes to typical section (requires a CMO).		X
(c) Development, Checking, and Design mix approvals:		X
I) Concrete		X

II) Hot Mix Asphalt (HMA)		X
(d) Acceptance of manufactured products.	X	X
(e) Inspecting fabrication of structural steel and prestressed concrete structural components. PE inspects after delivery to site.	X	X
(f) Inspecting fabrication of bearing devices. PE inspects after delivery to site.	N/A	N/A
(g) Laboratory Check testing	X	X
(h) Acceptance testing	X	
(i) Independent assurance testing (Region Materials Laboratory will develop, complete, and distribute CDOT Form #379 - Project Independent Assurance Sampling Schedule.)		X
(j) Approve sources of materials in consultation with Region Lab.	X	X
(k) Ensure that COCs and CTRs have been submitted prior to installation.	X	

7. Maintain time counts	X	X
8. Maintain Project files for all documentation	X	
9. Obtain, accept, and approve all required contractor submittals	X	X
10. Review and submit shop drawings to specialty units	X	X
11. Perform Traffic Control Inspections	X	X
12. Approve traffic signal equipment	X	X
13. Monitor Construction surveying	X	
14. Monitor ROW monumentation	X	X

15. Prepare monthly estimates of the Contractor's work performed, materials placed or stockpile materials on hand in accordance with the Contract.	X	X
<u>NOTE: Only the CDOT Resident Engineer can approve and sign vouchers for interim and final Contractor pay estimates.</u>		
16. Review interim and final billings for Utility relocation work.	X	X
<u>NOTE: Only the CDOT Resident Engineer can prepare, approve and sign vouchers for interim and final Utility Company billings.</u>		

17. Prepare CDOT Form #90 - Contract Modification Order (CMO) and/or CDOT Form #94 Minor Contract Revision (MCR) including letter of explanation for CMO/MCR. The CPE is required to write the letter of explanations for review and acceptance by CDOT.	X	
<p><u>NOTE: The Consultant may negotiate costs for extra work but only CDOT can approve costs. Only the CDOT Resident Engineer can approve and sign MCR/CMOs for modifying CDOT's Contract or paying the contractor.</u></p> <p><u>Only CDOT or FHWA can approve Federal-Aid funding for MCRs/CMOs.</u></p>		

18. Monitor project financial status and submit monthly, in a format acceptable to the Resident Engineer, such as CDOT Form #65a - Project Financial Status Report.	X	
19. Prepare and submit monthly progress reports to the Resident Engineer: CDOT Form #110a - Status of Active Construction Projects, and CDOT Form #517a - Status of Construction Project Finals.	X	
20. Prepare appropriate responses to Contractor, Subcontractor or supplier requests for information, submittals, disputes, claims, change notices, or other correspondence.	X	
21. Prepare response for CDOT Resident Engineer regarding Status of Claim.	X	
22. Prepare complete claim record.	X	
23. Give oral or written presentation to the Resident Engineer, Program Engineer and the Region Director for claims	X	X

24. Give presentation for Dispute Review Board or AAA Arbitration board.	X	X
25. Conduct routine, random project reviews to ensure the project is being administered in accordance with the terms of the construction Contract.	X	X
26. Conduct final project inspection of completed or unacceptable work and prepare punch list for final acceptance.	X	X
27. Complete and sign CDOT Form #473	X	X
28. Complete the CDOT Form # 1199 check list at the project level	X	
29. Prepare and submit CDOT Form #1212a - Final Acceptance Report.	X	X
30. Prepare final project acceptance letter and distribute per procedures in the CDOT Construction Manual.	X	X

31. Advertise for final settlement. (CDOT Staff Construction when CDOT is responsible.)		X
32. Maintain accurate as constructed notes and prepare and distribute final as constructed plans per procedures in the Construction Manual.	X	
33. Check final quantities, final plans, and the final pay estimate.	X	X
<u>NOTE: Only CDOT can sign final pay estimate sheets and voucher</u>		
34. Generate or verify final earthwork quantities.	X	
35. Check material records on a weekly basis.	X	X
36. Submit final materials certification (CDOT Form # 473)	X	X
37. Obtain and review CDOT Form #17 - Contractor DBE Payment Certification from the Contractor and submit to Region Finals Engineer.	X	
38. Complete and submit CDOT Form #950 - Project Closure.		X
39. Submit original of all project records to the CDOT Resident Engineer for review. Required revisions will be completed by the CPE. (CDOT will retain the project records for <u>six</u> years from date of project closure.)	X	

SECTION 3

Inspection Requirements:

3.1 General Work Description

The consultant shall provide support to the CDOT and Consultant project staff through assignment of personnel to construction inspection responsibilities. Inspection work shall conform to the CDOT Construction Manual, the Inspector Checklist and SiteManager (when applicable on the project). Inspection responsibilities include but are not limited to the following:

3.2 Personnel Qualifications

Consultant inspectors shall meet the certification requirements as listed in *Table A* located at the end of this document, and as follows:

- The inspector (s) must be certified per Chief Engineer's letter dated August 24, 2005. Copies of current certifications must be provided to the Resident Engineer prior to acceptance to the project.

The qualification program can be accessed at:

<http://www.dot.state.co.us/CHRMEmpCorner/empdev.cfm>

- The inspector (s) must report with the following equipment; 25ft. tape measure, 100ft. tape measure, measuring wheel, 4ft. level, 10 ft. straight edge, digital camera, round and flat shovel, string line, calculator, July 2006 M&S Standards, 2005 Standard Specifications for Road and Bridge Construction, MUTCD Part 6, CDOT Construction Manual including all revisions and updates., and a set of Project plans and Specifications. This list may be amended as needed for specific needs on the project.

3.3 Construction Inspection Requirements

The consultant Inspector shall assist the CPE in performance of the following Construction activities:

Prepare and transmit updates of construction activities to the CDOT Public Information Office.

Periodic reports and billings required by CDOT Procedural Directive 400.2.

Perform initial, in-progress, and final inspections of work in progress including interim and final field measurements.

Monitor contractor payroll compliance.

Participate in weekly progress meetings with contractor, subcontractors, utility

companies and other interested parties.

The following environmental related items shall be monitored on a daily basis.

- Project compliance with Environmental Requirements to minimize all construction related impacts to the unique, natural, visual, and cultural characteristics of the environment. Activities to be monitored will include drilling and blasting, shotcrete application, environmental monitoring of turbidity, staining and seeding and planting.
- Wetlands protection and encroachment.
- Environmental conditions and BMPs, ensuring that the Stormwater Management plans are properly implemented and maintained.

Check project documentation from the contractor.

Ensure that material certifications are submitted by the Contractor and approved prior to installation.

Anticipate potential project problems and recommend solutions to the CPE and the CDOT Resident Engineer.

Review drawings and data submitted by the construction contractor and suppliers for conformance with the project specifications.

Inform and obtain concurrence as needed from the CPE regarding changed conditions/situations in the field, and maintain relative documentation for project records.

Maintain accurate notes reflecting actual construction details to be used in preparation of “As-Constructed” plans.

Communicate with adjacent landowners as required to resolve issues that arise due to construction.

Ensure compliance with the Traffic Management Plan.

Monitor compliance with and taking appropriate action to preserve safety on the project for all workers and traveling public in accordance with Method of Handling Traffic (MHT) and the Manual of Uniform Traffic Control Devices (MUTCD), OHSA, the project plans and specifications.

Initial, follow up, and final inspections of work in progress including interim and final measurements.

Photo document inspections during the course of the work.

Notify contractors and CPE of non-compliance with the contract plans and specifications.

Perform special tests, investigations, or monitoring as required to document project item acceptance.

Prepare and complete inspection documentation required for development of progress payments for the contractor in accordance with prescribed CDOT procedures.

Submit standard documentation reports no later than the following working day.

Prepare routine correspondence to the contractor, CDOT Staff, local agencies, etc.

Provide liaison and communication to Contractor field crews.

Assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency reports.

Prepare final “As Constructed” plans during construction and upon project completion.

Miscellaneous related duties as requested by the CPE.

Assist in preparing responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondence.

Some inspection activities will require the coordination with CDOT Environmental staff.

3.4 Documentation

CDOT’s Automated Form 103a – Project Diary shall be used, unless otherwise approved by the Engineer. The contents of the diary shall be brief and accurate statements of the progress and conditions encountered during the prosecution of the work. Editorial comments are not to be incorporated in the diaries or on any written correspondence applicable to the project. A copy of the daily diary shall be given to the Engineer within one working day of the date on the diary.

The Consultant’s project assigned personnel shall each maintain notes, workbooks, records, or other documentation, on an ongoing basis, for the duration of the project.

The Consultant’s project assigned personnel shall submit all documentation as described in the Construction Manual prior to Contractor pay estimates being generated.

3.5 Submittal of Documentation

Documentation required at project end or suspension shall be submitted to the CDOT Resident Engineer within 20 working days after the date of work ending. Failure to submit the required final documentation may result in the withholding of Consultant's payments until the documentation is received.

This agreement is partially or wholly funded by the American Recovery and Reinvestment Act of 2009 Public Law 111-5 (ARRA) funding received from the Federal government. The information on the following page, contains the details forARRA guidelines, reporting requirements and other required procedures in order for a successful consulting firm to enter into any contract awarded, and will be conatained in the General Provisions therein.

Appendix 1

Table A

Required Qualifications for Inspectors and Testers

Consultant Personnel	WAQT C Soils	ACI Field Testing Technician	ACI Transportation Construction Inspector		CRMCA Pavement Inspector	ACI Lab Technician	ACI Strength Technician	Tester CAPA LabCat	Inspector CAPA Inspector	CDOT Core Curriculum 3 Testing Elements	Erosion Control Supervisor
			In-Training	Inspector							
Inspectors	X	-		*X	*X				X	X	X

*Certification in either the ACI Transportation Construction Inspector program or the CRMCA Pavement Inspector program is acceptable.

**ACI Strength Testing Technician certification is required to conduct flexural strength testing.

ACI Laboratory Aggregate Testing Technical or LabCat Level E certification is required to conduct sand equivalent testing.